

FILED

August 26, 2013
2013 SEP -3 P 5:08

Via USPS First Class Mail
Clerk of the Court
Robert F. Peckham Federal Building
Second Floor
280 South 1st Street
San Jose, California 95113

RECEIVED
CLERK OF THE COURT
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Re: *Smith et al. v. Intuit, Inc.*, Case No. 5:12-cv-00222 (N.D. Cal.)

Dear Clerk of Court:

Please accept this letter as my objection to the proposed class action settlement, the award of excessive attorneys' fees to class counsel, and the Court's approval of the settlement in the above referenced class action lawsuit. The proponents of this settlement have not met their burden to show that the settlement is fair, reasonable, and adequate.

I am an Intuit customer in the United States who used Intuit's TurboTax online and utilized the Refund Processing Service from the time period from and including January 12, 2008, through May 28, 2013, therefore I am a member of the class. Documentation is attached showing the \$29.95 refund processing fee payments.

My name is Beau Lochridge. My home address is 2306 Blanco Court in Arlington, Texas 78001 and my phone number is 214-801-1030. The last four digits of my Social Security No. are 1584.

I additionally object on the following grounds:

1) Objection is made based on the proposed award of attorneys' fees, which is excessive under both a lodestar and a percentage of recovery methodologies. Additional objection is made to the extent of the failure of class counsel to make a detailed attorneys' fee and expense application within a reasonable and adequate amount of time for objectors to evaluate the fee and expense application. The

Settlement references a request for fees in an amount of 25% of the settlement fund, but gives no further information.

Specific objection is made that the proponents of this settlement have not met their burden to show that the settlement is fair, reasonable, and adequate.

Objection is made to the overly broad release.

I also object to the proponents of the settlement not sustaining their burden of proof on commonality, predominance, superiority and adequacy of class counsel and class representatives under Federal Rule of Civil Procedure 23.

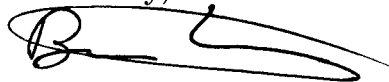
Objection is made to any procedures or requirements to object that require information or documents other than those that are contained herein to the extent that such requirements are unnecessary, unduly burdensome, are calculated to drive down the number and quality of objections to the settlement and violate objectors' due process rights and Rule 23(e)(5). Specifically the requirement that objectors provide "information about other objections you or your lawyer have made in other class action cases." That information is not relevant to the wrongdoing of Turbo Tax and objectors have the right to object to the terms of this settlement, regardless of past litigation history.

I also join in and incorporate herein by reference any and all objections filed by other objectors as though set forth in full, to the extent not inconsistent with the specific objections made herein.

I will not attend the fairness hearing.

I am mailing my objections, as indicated above and below, to the court and to the attorneys identified in the notice as required recipients.

Sincerely,

A handwritten signature in black ink, appearing to read "Beau Lochridge", written over a horizontal line.

Beau Lochridge

cc:

Via USPS First Class Mail

Hank Bates
Carney Bates & Pulliam PLLC
11311 Arcade Drive, Suite 200
Little Rock, Arkansas 72212

Austin V. Schwing
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, CA 94105-2933

University National Bank Refund Processing Agreement ('Agreement')

Name: Beau A & Rhoni L Lochridge

Social Security No.: 457-85-1584

This Agreement contains important terms, conditions and disclosures about the processing of your refund by University National Bank of Saint Paul, MN, (BANK). Read this Agreement carefully before accepting its terms and conditions, and print a copy and/or retain this information electronically for future reference. As used in this Agreement, the words 'you' and 'your' refer to the applicant or both the applicant and joint applicant if the 2010 federal income tax return is a joint return (individually and collectively, 'Applicant'). The words 'we,' 'us' and 'our' refer to BANK.

1. NOTICE: No Requirement To Have BANK Process Your Refund In Order To File Electronically.

YOU UNDERSTAND THAT BANK CHARGES A REFUND PROCESSING SERVICE FEE OF \$ 29.95 TO ESTABLISH A TEMPORARY ACCOUNT TO RECEIVE YOUR TAX REFUND, TO DEDUCT YOUR TURBOTAX FEES FROM THAT ACCOUNT, AND TO FORWARD FUNDS TO YOU. THE REFUND PROCESSING SERVICE FEE IS NOT A LOAN; IT IS DUE TO BANK WHETHER OR NOT THE REFUND TRANSFER OCCURS. YOU CAN AVOID THIS FEE AND NOT USE BANK'S REFUND PROCESSING SERVICE BY, INSTEAD, PAYING THE APPLICABLE TURBOTAX FEES TO INTUIT BY CREDIT OR DEBIT CARD AT THE TIME YOU FILE YOUR 2010 FEDERAL INCOME TAX RETURN AND ELECTING TO HAVE YOUR REFUND DIRECTLY DEPOSITED IN YOUR OWN BANK ACCOUNT OR MAILED TO YOU. IF YOU DO USE THE REFUND-PROCESSING SERVICE, YOU CAN EXPECT TO RECEIVE THE PROCEEDS FROM YOUR TAX REFUND WITHIN 8 TO 15 DAYS FROM WHEN THE IRS ACCEPTS YOUR RETURN. IF YOU DO NOT USE THE REFUND-PROCESSING SERVICE, BUT DO FILE YOUR TAX RETURN ELECTRONICALLY, AND HAVE YOUR TAX REFUND DIRECTLY DEPOSITED INTO A BANK ACCOUNT, YOU CAN EXPECT TO RECEIVE YOUR REFUND WITHIN 8 TO 15 DAYS FROM WHEN THE IRS ACCEPTS YOUR RETURN. IF YOU ELECT TO RECEIVE YOUR TAX REFUND THROUGH THE MAIL, YOU CAN EXPECT TO RECEIVE YOUR REFUND IN 3 TO 4 WEEKS FROM WHEN THE IRS ACCEPTS YOUR RETURN. THE COST OF PREPARING YOUR TAX RETURN IS NOT ANY MORE OR LESS IF YOU PURCHASE THE REFUND PROCESSING SERVICE.

2. Authorization to Release Personal Information. You authorize the Internal Revenue Service ("IRS") to disclose any information to BANK related to the funding of your 2010 tax refund. You also authorize Intuit, as the transmitter of your electronically filed tax return, to disclose your tax return and contact information to BANK for use in connection with the refund processing services being provided pursuant to this Agreement and BANK to share your information with Intuit. Neither Intuit nor BANK will disclose or use your tax return information for any other purpose, except as permitted by law. BANK will not use your tax information or contact information for any marketing purpose. For more information concerning our privacy policy please see the disclosures at the end of this Agreement describing how BANK may use or share your personal information.

3. Summary of Terms

Expected Federal Refund.	\$ 11,751.00
Less BANK Refund Processing Service Fee	\$ 29.95
Less TurboTax Fees	\$ 74.95
Less Additional Products and Services Purchased	\$ 39.95
Expected Proceeds*	\$ 11,606.15

*These charges are itemized. This is only an estimate. The amount will be reduced by any applicable sales taxes, and if applicable, a ten dollar (\$10) BANK handling fee as set forth in paragraphs 4 and 7 below.

4. Temporary Deposit Account Authorization. You hereby authorize BANK to establish a temporary deposit account ('Deposit Account') for the purpose of receiving your tax year 2010 federal income tax refund from the IRS. BANK must receive an acknowledgment from the IRS that your return has been electronically filed and accepted for processing before the Deposit Account can be opened. You authorize BANK to deduct from your Deposit Account the following amounts: (i) the BANK refund processing service fee; (ii) the fees and charges related to the preparation, processing and transmission of your tax return (Turbo Tax Fees); and, (iii) amounts to pay for additional products and services purchased plus applicable taxes. You also authorize BANK to deduct ten dollars (\$10) as a BANK handling fee, from your Deposit Account in the event that your deposit is returned or you provide incorrect bank account or routing information, as set forth in the Note below paragraph 7 below. You authorize BANK to disburse the balance of the Deposit Account to you after making all authorized deductions or payments.

5. Acknowledgments. (a) You understand that: (i) BANK cannot guarantee the amount of your tax year 2010 federal income tax refund or the date it will be issued, and (ii) BANK is not affiliated with the transmitter of the tax return (Intuit) and does not warrant the accuracy of the software used to prepare the tax return. (b) You agree that Intuit is not acting as your agent and is not under any fiduciary duty with respect to the processing of your refund by BANK.

6. Truth in Savings Disclosure. The Deposit Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) tax year 2010 federal tax refund. We will charge the fees set forth in Section 3 for the Account. No other deposits may be made to the Deposit Account. No withdrawals will be allowed from the Deposit Account except as provided in Section 4. No interest is payable on the deposit; thus, the annual percentage yield and interest rate are 0%. The Deposit Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you. Questions or concerns about the Deposit Account should be directed to: University National Bank, P.O. Box 261059, San Diego, CA 92126, or via the Internet at <http://cisc.sbtg.com>.

University National Bank Refund Processing Agreement ('Agreement')

Name Beau A & Rhoni L Lochridge

Social Security No. 457-85-1584

This Agreement contains important terms, conditions and disclosures about the processing of your refund by University National Bank of Saint Paul, MN, (BANK). Read this Agreement carefully before accepting its terms and conditions, and print a copy and/or retain this information electronically for future reference. As used in this Agreement, the words 'you' and 'your' refer to the applicant or both the applicant and joint applicant if the 2011 federal income tax return is a joint return (individually and collectively, 'Applicant'). The words 'we,' 'us' and 'our' refer to BANK.

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3. Summary of Terms

Expected Federal Refund	\$ 8,934.00
Less BANK Refund Processing Service Fee	\$ 29.95
Less TurboTax Fees.	\$ 74.95
Less Additional Products and Services Purchased	\$ 39.95
Expected Proceeds*	\$ 8,789.15

*These charges are itemized. This is only an estimate. The amount will be reduced by any applicable sales taxes, and if applicable, a twenty dollar (\$20) returned item processing fee as set forth in paragraphs 4 and 7 below.

4. Temporary Deposit Account Authorization. You hereby authorize BANK to establish a temporary deposit account ('Deposit Account') for the purpose of receiving your tax year 2011 federal income tax refund from the IRS. BANK must receive an acknowledgment from the IRS that your return has been electronically filed and accepted for processing before the Deposit Account can be opened. You authorize BANK to deduct from your Deposit Account the following amounts: (i) the BANK refund processing service fee; (ii) the fees and charges related to the preparation, processing and transmission of your return (Turbo Tax Fees); and, (iii) amounts to pay for additional products and services purchased plus applicable taxes. You also authorize BANK to deduct twenty dollars (\$20) as a returned item processing fee, from your Deposit Account in the event that your deposit is returned or you provide incorrect bank account or routing information, as set forth in the Note below paragraph 7 below. You authorize BANK to disburse the balance of the Deposit Account to you after making all authorized deductions or payments.

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3. **Summary of Terms**

Expected Federal Refund	\$ 1,697.00
Less BANK Refund Processing Service Fee	\$ 29.99
Less TurboTax Fees.	\$ 74.99
Less Additional Products and Services Purchased	\$ 59.99
Expected Proceeds*	\$ 1,532.03

*These charges are itemized. This is only an estimate. The amount will be reduced by any applicable sales taxes, and if applicable, a returned item and other processing fee paid to BANK'S processor as set forth in paragraphs 4 and 7 below.

4. **Temporary Deposit Account Authorization.** You hereby authorize BANK to establish a temporary deposit account ('Deposit Account') for the purpose of receiving your tax year 2012 federal income tax refund from the IRS. BANK must receive an acknowledgment from the IRS that your return has been electronically filed and accepted for processing before the Deposit Account can be opened. You authorize BANK to deduct from your Deposit Account the following amounts: (i) the BANK refund processing service fee; (ii) the fees and charges related to the preparation, processing and transmission of your return (Turbo Tax Fees); and, (iii) amounts to pay for additional products and services purchased plus applicable taxes. You also authorize BANK to deduct twenty dollars (\$20) as a returned item processing fee, from your Deposit Account in the event that your deposit is returned or you provide incorrect bank account or routing information, as set forth in the Note below paragraph 7 below. You authorize BANK to disburse the balance of the Deposit Account to you after making all authorized deductions or payments.